

# Exhibit 34

Exhibit 34

**Read, Breanne**

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**From:** Reich, Chris  
**Sent:** Thursday, December 27, 2018 3:29 PM  
**To:** Michael Langton  
**Cc:** Merri Kirk; Read, Breanne  
**Subject:** Ms. Olsen Draft Agreement  
**Attachments:** DRAFT OLSEN SETTLEMENT AGREEMENT.docx

Hello Mike. Pursuant to our telephone conversations, attached is the draft settlement agreement for you to discuss with your client. Please let me know your client's response after your discussion.

If acceptable, the Superintendent is out until January 2<sup>nd</sup> and will be able to sign on that day. In the Superintendent's stead, the Deputy Superintendent can sign today. However, she will be out starting tomorrow. The Chief of Staff also has authority to sign on behalf of the Superintendent and he is available to sign tomorrow.

Thank you for your consideration of this matter.

Best,

Christopher B. Reich  
Deputy Chief General Counsel  
Washoe County School District  
425 East Ninth Street  
PO Box 30425  
Reno, NV 89520-3425  
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## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (Agreement) is entered into by Trina Olsen (OLSEN) and the Washoe County School District (District) (referred to hereinafter individually as “Party” and conjunctively as “parties”) in settlement of OLSEN’s employment with the District on the following terms and conditions:

### **TERMS AND CONDITIONS**

WHEREAS, the parties desire to resolve and to settle all issues related to OLSEN’s District employment:

NOW, THEREFORE, it is hereby agreed as follows:

1. The District shall accept the remedy contained in Arbitrator Andrea L. Dooley’s Decision and Award dated December 13, 2018 (Dooley Award); to reinstate OLSEN’s employment with the District; to place OLSEN in a position as an Assistant Principal or other position; to pay OLSEN back pay and benefits from July 5, 2018; to remove the July 19, 2017 Letter of Admonition (First LOA) and all vestiges of it from OLSEN’s personnel file; and, to revise the July 19, 2017 Letter of Admonition (Second LOA) so it contains only Allegations 1 and 3.

2. The District shall restore OLSEN’s back pay and benefits from July 2018 through December 2018. Within thirty (30) days of the effective date of this Agreement, OLSEN shall receive her gross back pay, amounting to FORTY-SIX THOUSAND EIGHT HUNDRED AND NINETY-TWO DOLLARS AND 52/100 (\$46,892.52). The gross pay amount is subject to and will have normal and customary withholdings and deductions. The back leave benefits amount to eighteen (18) accrued vacation days and fifteen (15) accrued sick days.

3. OLSEN agrees that she will not file any other grievance or complaint under the terms of the current Collective Bargaining Agreement (CBA) regarding the facts and circumstances that were the subject of the Dooley Award.

4. This Agreement is entered into for the purpose of resolution of the mutually conflicting claims that have arisen between the parties and no party makes any admission of wrongdoing by entering into this Agreement. OLSEN hereby releases, discharges and waives any right, claim or entitlement related in any way to her employment and arising out of any of the facts or incidents which have given rise to this Agreement, and which OLSEN may have against the District, its employees and agents, excluding any right, entitlement, claim, benefit or compensation for unemployment compensation (NRS Chapter 612) or industrial insurance (NRS Chapters 616A through 616D). *See* NRS 612.700(1); NRS 616B.609(1)(b). Such claims include, but are not limited to, any potential or possible claims that could be filed, or have been filed, in regard to the Family Medical Leave Act or with the Equal Employment Opportunity Commission, the Nevada Equal Rights Commission, any potential or possible lawsuit that could or may be filed in state court, federal court, or any other judicial forum. This release is a full and complete waiver, release and relinquishment of any and all claims, rights or entitlements of any of the parties arising out of the facts and incidents which led to this Agreement, except as provided herein.

5. The terms and conditions of this Agreement are final and binding upon all of the parties and the signatures of the parties on this Agreement constitute acknowledgment and acceptance of the terms and conditions of this Agreement.

6. This Agreement is not precedential in nature, shall neither constitute nor establish any precedent, may not be used in any other proceeding not involving OLSEN and has no effect other than as set forth herein.

7. This Agreement constitutes a complete and total understanding between the parties and may not be modified except in writing signed by all of the parties. Items not referenced in this Agreement are not included therein and may not be made a part hereof.

8. This Agreement and the Dooley Award are confidential. No party may release the terms and conditions of this Agreement to any third party except as required by law. In this regard, it is understood that certain administrative personnel of the District will need to be advised of this Agreement and Dooley Award for purposes of implementation. However, the terms and conditions of this Agreement and the Dooley Award will not be released to any individual or entity who does not have a strict need to know except as required by law, and even with regard to such individuals or entities, only those terms and conditions necessary for that individual to take action in implementation of this Agreement will be conveyed.

9. OLSEN and the District agree they shall not disparage or malign one another with respect to any matter related to their employment or service, professionalism, ethics, work ethic, character or integrity. For the purposes of this paragraph, the District includes: the District, its employees, and its officers.

10. The effective date of this Agreement is the date of the last signature placed hereon.

11. Each party will bear its own attorney's fees and costs.

Dated this \_\_\_\_ day of December 2018.

Dated this \_\_\_\_ day of December 2018.

Washoe County School District

\_\_\_\_\_  
Trina Olsen

By: \_\_\_\_\_  
Traci Davis, Superintendent of Schools

Approved as to form and content by:  
Dated this \_\_\_\_ day of December 2018.

Approved as to form and content by:  
Dated this \_\_\_\_ day of December 2018.

By: \_\_\_\_\_  
Michael Langton, Esq.  
Attorney for Trina Olsen

By: \_\_\_\_\_  
Christopher B. Reich, Esq.  
District, Deputy Chief General Counsel